

LYONS & FLOOD, LLP
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Attorneys for Defendants
ROEHRIG MARITIME LLC and TUG TILLY LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

LARRY S. NELSON, SR.,

ECF CASE

Plaintiff,

- against -

07 CV 6037 (CM)

ROEHRIG MARITIME LLC and TUG TILLY LLC,

ANSWER

Defendants.

-----X

Defendants ROEHRIG MARITIME LLC and TUG TILLY LLC ("ROEHRIG"),
by their attorneys, Lyons & Flood, LLP, for their Answer to Plaintiff's Complaint, allege
upon information and belief as follows:

ANSWERING PLAINTIFF'S FIRST COUNT

1. Admit the allegations contained in Paragraphs 1 of the Complaint.
2. Deny the allegations contained in Paragraphs 2 of the Complaint.
3. Admits the allegations contained in Paragraphs 3 through 5 of the
Complaint.
4. Deny the allegations contained in Paragraphs 6 through 8 of the
Complaint.

ANSWERING PLAINTIFF'S SECOND COUNT

5. With respect to the allegations contained in Paragraph 9 of the Complaint,
Defendants repeat and reallege each and every denial or other response to the allegations

contained in Paragraphs 1 through 8 of the Complaint as if fully set forth herein.

6. Admit the allegations contained in Paragraph 10 of the Complaint.
7. Admit the allegations contained in Paragraph 11 of the Complaint.
8. Deny the allegations contained in Paragraphs 12 through 17 of the Complaint.

ANSWERING PLAINTIFF'S THIRD COUNT

9. With respect to the allegations contained in Paragraph 18 of the Complaint, Defendants repeat and reallege each and every denial or other response to the allegations contained in Paragraphs 1 through 17 of the Complaint as if fully set forth herein.

10. Deny the allegations contained in Paragraph 19 of the Complaint.
11. Deny Plaintiff's prayer for relief.

FIRST AFFIRMATIVE DEFENSE

12. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

13. Any injuries sustained or suffered by Plaintiff at the time and place or on the occasion mentioned in the Complaint were caused in whole or in part, or were contributed to, by the negligence or fault or want of care of Plaintiff and not by any negligence or fault or want of care on the part of the Defendants or by any unseaworthiness of the Tug ANABELLE V. ROEHRIG.

THIRD AFFIRMATIVE DEFENSE

14. The Tug ANABELLE V. ROEHRIG was at all times properly manned and equipped and fully seaworthy, and was in charge by dutiful and responsible personnel.

FOURTH AFFIRMATIVE DEFENSE

15. At no time were Defendants or any of their employees in any way negligent and if any parties were negligent in causing Plaintiff's alleged injuries, and if such injuries did occur, it was due to parties for whom the Defendants are not responsible.

FIFTH AFFIRMATIVE DEFENSE

16. In the event that Defendants are held liable to Plaintiff for his alleged injuries and any and all resulting damages and expenses associated with those alleged injuries, Defendants are entitled to limit their liability to the value of their interest in the Tug ANABELLE V. ROEHRIG and the pending freight at the time of the loss and/or voyage in question pursuant to 46 U.S.C. § 181 *et seq.*

SIXTH AFFIRMATIVE DEFENSE

17. Defendants have no actual or constructive fault or privity with reference to the alleged accident.

SEVENTH AFFIRMATIVE DEFENSE

18. In the event Plaintiff is entitled to recover for any damages allegedly incurred as a result of the incident described in the Complaint, Defendants' liability is limited to their proportionate share of fault, if any; and, Defendants are entitled to offset the percentage of fault for which other parties are responsible.

EIGHTH AFFIRMATIVE DEFENSE

19. Defendants specifically reserve their rights to file supplemental or amended answers alleging such other or different answers as the evidence may disclose, and further reserve the right to bring appropriate cross or counter claims or motions.

NINTH AFFIRMATIVE DEFENSE

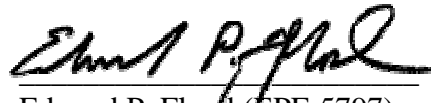
20. Service of process on defendants was improper.

WHEREFORE, Defendants pray:

- a. that Plaintiff's prayer for relief be denied.
- b. that judgment be entered in favor of Defendants against Plaintiff, dismissing the Complaint herein together with costs and disbursements of this action;
- c. that judgment be entered in favor of Defendants for such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 26, 2007

LYONS & FLOOD, LLP
Attorneys for Defendants
ROEHRIG MARITIME LLC and
TUG TILLY LLC

By: 
Edward P. Flood (EPF-5797)
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TO: FREIDMAN & JAMES LLP
Attorneys for Plaintiff
132 Nassau Street, Suite 900
New York, NY 10038
(212) 227-9385

Attn: John P. James, Esq.

CERTIFICATE OF SERVICE

Erika Tax declares and states that:-

I am not a party to these actions, am over 18 years of age and reside in Queens, New York. I am an employee with Lyons & Flood, LLP, attorneys for Defendants ROEHRIG MARITIME LLC and TUG TILLY LLC with offices at 65 West 36th Street, 7th Floor, New York, NY 10018.

On July 26, 2007, I served true copies of the attached Answer to Complaint upon:

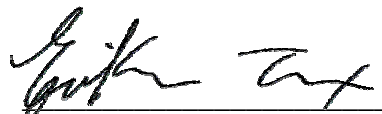
FREIDMAN & JAMES LLP
Attorneys for Plaintiff
132 Nassau Street, Suite 900
New York, NY 10038

Attn: John P. James, Esq.

by depositing same in a sealed and postage prepaid envelope, in a post-office or official depository of the US Postal Service within the State of New York, addressed to the last known address of the addressees as indicated above.

I declare and state under penalty of perjury that the foregoing is true and correct.

Executed on: July 26, 2007


Erika Tax